IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

FAMILY COURT APPEAL NO.150 OF 2004

Sanjay Nimba Bhamare ..Appellant

Versus

Mrs.Seema Sanjay Bhamare
& Another ..Respondent

Mr.Uday Warunjikar for the appellant

Ms.Sangeeta Vaidya for the respondent No.1.

CORAM: S.B.MHASE &
S.R.SATHE, JJ.

DATE : 13th July, 2005

P.C.

1. Heard.

2. The parties, namely the Appellant-husband and the Respondent-wife are present in the Court. The respective parties are identifed by their Advocates. The parties have arrived at a settlement of their dispute and have submitted the Consent Terms.

3. We have enquired with the parties as to whether they have understood the terms and conditions stated in the Consent Terms and both of them have agreed that they have understood the same and they have voluntarily signed the Consent Terms. Both, husband and wife have stated that they have signed the Consent Terms without

there being any pressure and/or being influenced by any other factor, but to settle the dispute.

4. As we find that the Consent terms have been arrived at between the parties voluntarily, we accept the Consent terms and take them on record. Consent terms are taken on record and marked Exhibit 'X' for identification.

5. By this Consent Terms the parties have provided condition for passing the decree by consent. Their initial application is for divorce on grounds of cruelty and adultery. However, all those allegations made against each other have been withdrawn by the parties and the parties have decided to take divorce by consent.

6. We find that the marriage is completely broken and there is no possibility of resumption of conjugal relation and divorce is the only possible effect and therefore, we dispense with the statutory requirement of filing the petition and keeping it pending for six months in the Family Court. On the contrary we find that the litigation is pending for years together and there is no resumption of conjugal rights and the said period to be treated as the period for the petition for consent decree and therefore we accept the said condition. We, further find that the protection in respect of the access to the child has been provided

and certain undertakings have been given to this Court. Those undertakings given by the Husband are accepted. We, therefore, direct the Office that the decree in terms of consent terms be drawn.

7. We find in consent terms that for an initial period of eight months, while providing access to the child it is provided that the child is to be submitted in the presence of the JMFC, Nasik holding charge of remand on Saturday and Sunday. Therefore, we direct the District Judge, Nasik, to issue appropriate direction to the JMFC at Nasik to make an arrangement to implement the conditions in respect of access to the child as stated in the Compromise and the parties are at liberty to approach the District Judge or the concerned JMFC, Nasik for access of the child.

7. The Respondent No.2 was added as a party to this dispute. However, since the allegation of adultery has been withdrawn, Mr. Warunjikar makes a statement that leave to delete the name of Respondent No.2 may be granted. Leave is accordingly grranted. Appeal stands disposed off accordingly.

(S.R.SATHE, J.) (S.B.MHASE,J.)